

STATE MS.-DE SOTO CO.  
FILEDMAY 1 3 53 PM '96 *me*BK. 299 PG. 795  
W.E. DAVIS CH. CLK.**WARRANTY DEED**

This Deed of Conveyance is this day made by the undersigned KIMBERLIN, INC., hereinafter referred to as the GRANTOR, and MITCHELL J. MCLAIN and wife, LOLETA B. MCLAIN, hereinafter referred to as the GRANTEES, WITNESSETH THAT:

For and in consideration of the sum of Ten Dollars (\$10.00) cash in hand paid by the GRANTEES to the GRANTORS, and other good and valuable consideration, the receipt and sufficiency of all of which is hereby acknowledged by the GRANTOR, KIMBERLIN, INC., the GRANTOR do hereby and by these presents sell, convey, and warrant unto MITCHELL J. MCLAIN and wife, LOLETA B. MCLAIN, the GRANTEES, as tenants by the entirety with full rights of survivorship and not as tenants in common, the hereinafter described real property located in DeSoto County, Mississippi, and being described as follows, to-wit:

Lot 12, First Revision, Section B, Crenshaw Manor Patio Homes, Phase II, Section 18, Township 3 South, Range 7 West, City of Hernando, DeSoto County, Mississippi, as per plat thereof recorded in Plat Book 48, Pages 49-50, in the Office of the Chancery Clerk of DeSoto County, Mississippi.

The foregoing covenant of warranty is made subject to rights of ways and easements for public roads and public utilities, subdivision and zoning regulations in effect in City of Hernando, DeSoto County, Mississippi; and to any prior reservation or

conveyance of minerals of every kind and character, including, but not limited to, oil, gas, sand and gravel in, on and under the subject property and to the restrictive covenants, building restrictions and easements as found with the recorded plat of said subdivision at Plat Book 48, Pages 49-50, in the Office of the Chancery Clerk of DeSoto County, Mississippi.

Taxes and assessments against said property for the year 1996 shall be paid by the Grantor and taxes and assessments for the year 1997 shall be the sole responsibility of the Grantees and all subsequent years are hereby excepted from the foregoing covenant of warranty.

Possession shall be given upon delivery of this deed.

WITNESS the signature of the GRANTOR on this the 30th day of April, 1996.

KIMBERLIN, INC.

By:

  
JIM KIMBERLIN

\_\_\_\_\_  
President  
(Title)

STATE OF MISSISSIPPI  
COUNTY OF DESOTO

Personally appeared before me, the undersigned authority in and for the said county and state, on this the 30<sup>th</sup> day of April, 1996, within my jurisdiction, the within named JIM KIMBERLIN, who acknowledged that he is President of Kimberlin, Inc., a Mississippi corporation, and that for and on behalf of the said corporation, and as its act and deed he executed the above and foregoing instrument, after first having been duly authorized by said corporation so to do.

*Kenneth E. Stockton*  
\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires  
MISSISSIPPI STATEWIDE NOTARY PUBLIC  
COMMISSION EXPIRES SEPT. 24, 1999

(SEAL)

GRANTOR'S ADDRESS:  
695 Fairway Drive  
Hernando, MS 38632  
RES. TEL.: N/A  
BUS. TEL.: 601-429-1231

GRANTEES' ADDRESS:  
375 Kimber Lane  
Hernando, MS 38632  
RES. TEL.: N/A  
BUS. TEL.: N/A

Prepared by: KENNETH E. STOCKTON  
ATTORNEY AT LAW  
5 WEST COMMERCE STREET  
HERNANDO, MS 38632  
601-429-3469

96122

